



ROSWELL BUILDING AND LANDS COMMITTEE

Monday, February 23, 2015 at 8:30 a.m.

Conference Room at Roswell City Hall
425 N. Richardson Avenue

Committee Chair: Jeanine Best

Committee Members: Caleb Grant, Steve Henderson

Staff Coordinator: Elizabeth Stark-Rankins

A. Call to Order

B. Approval of the Agenda

C. Minutes

- | | |
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| 1. Consider approval of the January 26, 2014 minutes | 1-6 |
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D. Non-Action Items

- | | |
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| 1. Convention Center Update (Ruben Sanchez) | 7-10 |
| 2. Visitor Center Update (Tina Ramirez) | 11 |
| 3. Projects Update (Elizabeth Stark-Rankins) | 12-14 |

E. Regular Items (Action Items)

- | | |
|---|-------|
| 1. Elite Gymnastics: Request to Purchase Property (Louis Najar) | 15-20 |
| 2. Roswell Hispano Chamber of Commerce Lease Extension
(Elizabeth Stark-Rankins) | 21-29 |
| 3. Head Start Lease Renewal (Elizabeth Stark-Rankins) | 30-36 |

F. Other Business (Non-Action)

- | | |
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| 1. Public Comments | |
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G. Adjourn

Next Meeting: March 23, 2015

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 14-36.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary or other type of accessible format is needed.



MINUTES OF THE REGULAR MEETING BUILDING AND LANDS COMMITTEE

January 26, 2015

REGULAR MEETING 8:30 A.M.

CALL TO ORDER AND WELCOME – Chairwoman

A regular meeting of the Building and Lands Committee was called to order at approximately 8:30 a.m. by Chairwoman Jeanine Best with the following members present:

Jeanine Corn Best
Steve Henderson
Caleb Grant

Staff present included Megan Creighton, Event Coordinator; Monica Garcia, Finance Director; Marlin Johnson, City Planner; Louis Najar, City Engineer; Steve Polasek, City Manager; Tina Ramirez, Visitors' Center; Ruben Sanchez, Convention Center Director; Elizabeth Stark-Rankins, Support Services Administrator; Tim Williams, Parks and Recreation Director; and William Zarr, City Attorney.

Other individuals present included Larry Connelly, YPAC; Richard Morris, KBIM; Juan Oropesa, City Council Ward 1; Jason Perry, City Council Ward 4; Savino Sanchez, City Council Ward 4; Randal Seyler, Roswell Daily Record; Jared Tucker, Plains-Valley Online News; and Nathan Wenner, Smith Animal Clinic.

APPROVAL OF AGENDA

APPROVAL OF MINUTES – Oct. 9, 2014, Nov. 10, 2014, and Dec. 29, 2014

Councilor Grant moved to approve the agenda as presented and all outstanding draft minutes as presented. Councilor Henderson seconded the motion and all were in favor.

NON-ACTION ITEMS

1. Convention Center Update

Ruben Sanchez reported on the Convention Center's recent statistics. Activities were down 18%, they had 14 event days, attendees were down 38%, and monthly revenues down 8%. Mr. Sanchez also stated that booking for 2017 events has begun. The recently repaired HVAC system is operating well. The most recent gun show was

successful with over 800 attendees. The fire alarm review was conducted with a pending positive approval. The scotch-guarding of the carpet is also complete.

Councilor Grant inquired about what events had already been booked. Megan Creighton indicated that some weddings and quincineras had been booked along with the typical yearly, regular events that are held at the Convention Center, but that many weekends still remain open. Councilor Best inquired as to what plan B might be if the City decides to refurbish or perform construction in the building. Louis Najar indicated that the feasibility study should be complete in 8-12 months and Council will then be able to decide what action to take and the available budget. Realistically, there remains another 3-4 years before construction could begin.

Councilor Best inquired about including a general, out-clause in the contracts for these events. Bill Zarr indicated this would be appropriate with some information regarding the timing. Steve Polasek said that this is still far into the future, but it may be wise for the Convention Center to hold off on booking anything for 2018 until more is known about the future plans for the Convention Center.

i. Convention Center Update: Parking Lot Project Status

Louis Najar updated the Committee on the DeBremond Parking Lot project status. Ads for the project are set to go out on February 22 with a bid on March 31. This timing will avoid the end of the RISD soccer season and the beginning of the football season. Steve Polasek inquired as to the budget and Mr. Najar indicated that it is a total of \$1.25 million to include some grant funding, but primarily general fund.

ii. Convention Center Update: Feasibility Study Update

Louis Najar updated the Committee on the first meeting for the Feasibility Study being conducted on the Convention Center. We are currently awaiting a scope of services from the vendor, Dekker/Perich/Sabatini, with costs for negotiation and an overall timeline of 8-12 months. Mr. Najar indicated that the full budget may run between 5 and 7 million dollars based on his experience and the ideas he has seen so far on the Convention Center. Councilor Henderson indicated that it all depends on what we want to determine the ultimate budget to come mainly from room fee and Lodger's Tax proceeds. Mr. Najar said the Feasibility Study will be a guide to determine the ultimate plan with low, medium, and high options provided.

2. Visitor Center Update

Tina Ramirez reported on the Visitors' Center's recent statistics. She stated that the Center had 160 more US visitors and up by 45 nights. Ms. Ramirez has returned from a recent tourism conference which gave her a lot of information to implement at the Visitors' Center. Working to setup a booth at the country music festival in Las Cruces to promote Roswell.

3. South Park Cemetery Bylaws Update

Tim Williams updated the Committee on the recently passed South Park Cemetery bylaws. The request to reduce the number of funeral directors from 2 to 1 was not made and the requirements for absentee voting was not changed. The bylaws did incorporate the recently passed legislation to reduce the number of members from 7 to 5. Mr. Williams also indicated that he is working on a Memorandum of Understanding (MOU) between South Park and the VA cemeteries to review fees, cemetery operations, and the maintenance plan. Other important needs include software for time management.

Councilor Grant inquired about how best to setup the relationship between the two boards. Councilor Perry said that the VA Board is not a policy-creating board and they operate more as a foundational board to help finance the VA Cemetery and ultimately report through the South Park Cemetery Board. Councilor Grant inquired about how the VA Cemetery is spending the grant funding received from the state. Mr. Williams responded that none of that funding has yet been spent, but a master plan for this area is being drawn up to help facilitate the immediate plans for these funds. Mr. Williams indicated that Mr. Jim Bloodhart, president of the VA Cemetery Board, is attending the South Park Cemetery board meetings while Mr. Williams is working on a representative from the South Park Cemetery board to attend the VA Cemetery board.

Councilor Best inquired if the volunteers working at the Cemetery are currently covered by insurance. Steve Polasek responded that we do not currently have anything in place, the City should have a waiver that includes insurance requirements to cover these volunteers. Councilor Perry mentioned that it was determined several years ago that all work would be done by City employees. Councilor Grant inquired if all parties are aware of that which is not clear presently.

4. Projects Update

Ms. Stark-Rankins provided a project update to the Committee beginning with the Dean Baldwin Hangar Improvements project. Mr. Polasek said that the City will not come out looking good on this project, despite its commitment to complete the project. Councilor Grant inquired if the procedures were now in place to ensure these problems do not occur on future projects. Mr. Najar said that the new Construction Manager hire will be formally in charge of all projects to work with Ms. Stark-Rankins regarding the paperwork for grants.

Ms. Stark-Rankins also said that the Fire Station I Renovation project is approximately 30 days from completion and the final documents are being sent into the state for the grant portion of the funding for this project. The Youth Challenge project is going into the bidding process for the remaining construction needed for this project.

Councilor Grant then inquired about the reauthorization requests that had been filed by Hubert Quintana with SNMEDD for the funds awarded to support the Yucca Recreation Center and if these will be included on the next Finance Committee meeting for

retroactive approval. Monica Garcia said that it would not be needed on the Finance Committee until the state approves it, but that these will be included on the Finance Committee meeting agenda. Councilor Henderson inquired as to who would be guiding this through legislature. Mr. Najar said that we believe it is Hubert Quintana, but will confirm this with him.

Lastly, the VA Cemetery project was discussed. Mr. Najar indicated that no money will be spent until an approved master plan is complete. Mr. Williams indicated that a more formal, complete update will be provided to full Council at the next meeting and the project will be handled with the utmost professionalism.

5. Format of Agendas, Packets, and Minutes

Ms. Stark-Rankins updated the Committee on the recent changes to the City's standard agenda, packet, and minutes formats. Councilor Grant asked that page numbers be included on the full packets. Councilor Henderson asked that the Committee members and responsible staff person be listed on the top of the agenda. Mr. Polasek also explained that the packets will be e-mailed, included in the appropriate boxes, and posted online for the Committee to access prior to all meetings.

REGULAR ITEMS (ACTION ITEMS)

1. Dan Summers Property: Discussion between RCCEDD and City of Roswell

Mr. Polasek updated the Committee that this property was passed to the RCCEDD for consideration to accept the property with the idea that they had more flexibility to do something with the property than the City would. However, since the packets were put together, RCCEDD had elected not to take the property owing to its size.

Councilor Best then asked if there were any other ideas for this property to which Mr. Polasek suggested that the property remain private and the City provide information on who else he could reach out to transfer the property. Councilor Henderson suggested the Housing Authority while Councilor Best suggested Habitat for Humanity. Councilor Grant motioned to decline the donation of the Dan Summers property referenced as item E-1. Councilor Henderson seconded the motion and all were in favor.

2. Wenner Property Sale

Bill Zarr updated the Committee that the contract agreement received by his office has since been edited in accordance with the previously approved Ordinance 14-13 and sent back to Dr. Nathan Wenner for final review and signature.

Councilor Grant indicated that he would like to standardize the process of property sales to include a standard contract that the City can provide to the purchaser for review and negotiation. Councilor Henderson explained that it is helpful to have an agreement prior

to an ordinance so that the ordinance can reflect the agreement and there can then be no question as to the terms of the deal.

Dr. Wenner explained that his expectations were to receive a contract with the already agreed upon terms for his review. However, when Dr. Wenner came to obtain a contract from Mr. Zarr, he was urged by Mr. Zarr to consult an attorney to draw up the contract which put Dr. Wenner in a situation where he had to pay legal fees that he did not originally plan to pay. Mr. Polasek indicated that this was not unusual procedure, but that a standard contract and checklist could be developed to include certain items that should be evaluated for every property. Councilor Henderson explained that Ordinance 14-13 had already been approved by the Committee and that this item is ready for the City Council agenda.

3. Elite Gymnastics: Request to Purchase Property
4. OMA Land Purchase Moratorium

Louis Najar explained that items E-3 and E-4 are linked together. There are consistent requests for this area and that a larger plan is needed for this area as a whole. Additionally, 3 committees are interested in planning this area. Mr. Najar recommends that a moratorium be placed on this whole area until such a plan could be put together. This would require several workshops to begin in March. Councilor Perry expressed concern that Elite Gymnastics may not know that they are on the agenda and that consideration should be given to the request and requested the Committee to consider listening to their request.

Councilor Grant inquired as to the zoning in this area. Mr. Najar confirmed that zoning has been completed to Nevada Avenue, but no parcels have been laid out. Councilor Henderson motioned to delay this decision until Elite has an opportunity to present their request and do a moratorium on the balance of the OMA property. Councilor Grant seconded the motion and all were in favor.

5. Leases: Listing of Existing Leases

Ms. Stark-Rankins explained the lease listing that she was able to put together.

- i. Williams-Chesser Lease Renewal

Ms. Stark-Rankins updated the Committee on the updates that have occurred to the proposed lease renewal for the Williams-Chesser Farm to Diamond Heart Farms. Since the packet was put together, additional updates were made and provided to the Committee. These updates include removing the requirement to provide a letter of credit with split payments and requiring payment by certain deadlines. Additionally, the first right to re-lease clause was removed, but replaced with the option for the lessee to request a renewal no later than a year in advance with no guarantee from the City.

Councilor Henderson found this acceptable and Councilor Best asked for confirmation that these tenants have a good track record. Mr. Zarr confirmed that they do. Councilor Henderson then inquired about the CPI calculations for the rent escalation. Ms. Stark-Rankins explained that a basic calculation shows that the CPI increased by 8.30% from 2010 to 2014. A more detailed calculation showed an increase of 8.93%. Taking 75% of each of these increases and averaging this together suggests an overall increase should be made of 6.46% to \$19,329.90 per year. 75% of the CPI was used since CPI may not be a direct indicator of the market value of farmland. Councilor Henderson motioned to approve the lease as amended and with the increase in rent to \$19,329.90 annually. Councilor Grant seconded the motion and all were in favor.

ii. Roswell Hispano Chamber of Commerce Lease Renewal

Ms. Stark-Rankins explained that the Roswell Hispano Chamber lease expired in June 2014, but the lease had the option for 3 one year extensions. The request is for the first extension of the 3 allowed. The Hispano Chamber has also continued to pay the rent monthly since June. The Committee inquired about the expense of utilities that the City is paying and what the intent of the Hispano Chamber is after this first extension. Councilor Henderson motioned to defer decision on the lease extension for the Roswell Hispano Chamber to allow for more investigation. Councilor Grant seconded the motion and all were in favor.

OTHER BUSINESS (NON-ACTION)

1. Public Comments

Councilor Best asked for any public comments and none were heard.

ADJOURN

Councilor Grant motioned to adjourn the meeting. Councilor Henderson seconded the motion and Chairwoman Best announced the meeting adjourned at 9:55 a.m.

Jeanine Best – Chairwoman



Activity Report - Roswell Convention & Civic Center for January 2015

*Set-up/Tear Down days included in this number

			* Event	Portion of Facility	Approx.		Monthly		Y-T-D
Date	Event	Description	Days	Rented Out	Attendees		Revenue		Revenue
1/2-4/2015	Castro Wedding	Banquet/Dance	3	Exhibit Hall	150		\$700.00		\$25,920.25
1/5/2015	Prayer Gathering	Service	1	W. 1/2 Exhibit Hall	30		\$150.00		\$26,620.25
1/5/2015	Fire Department Interviews	Interviews	1	Nancy Lopez & Robert Goddard Room	15		\$0.00		\$26,770.25
1/14/2015	Convention Center Update	Meeting	1	Nancy Lopez	10		\$0.00		\$26,770.25
1/16-18/2015	Gun Show	Trade Show	3	Exhibit Hall	775		\$1,350.00		\$28,120.25
1/20/2015	United Way Annual Meeting	Banquet	1	Exhibit Hall	300		\$250.00		\$28,370.25
1/21-23/2015	City Safety Department	CPR Class	3	Nancy Lopez & Robert Goddard Room	50		\$0.00		\$28,370.25
1/27/2015	Adminstratvie Assistance Seminar	Training	1	Nancy Lopez & Robert Goddard Room	20		\$125.00		\$28,495.25
1/31/2015	Sportsmen For Fish & Wildlife	Banquet	1	Exhibit Hall	170		\$250.00		\$28,745.25
		Total	15	Total	1,520	Total	\$2,825.00	Total	\$28,745.25
		Jan-14	15		4,156		\$2,117.50		
		Difference	0		2,636		\$707.50		
		Percentage			-64%		26%		
		Waived Fees							
Comments:	<ul style="list-style-type: none">● Sportsmen for Fish and Wildlife The event holder said that things went great! About 30 people registared at door which helped attendance.● Gun Show The event holder said he was very pleased with the way the set up turned out and the staff did a great job. Every thing was perfect!● Prayer Gathering The event holder mentioned even though the times of the event was published wrong the event was still a success.● United Way Annual Meeting The event holder was very pleased with how helpful our staff is and the overall setup of the event.								



GOALS/ACTIVITY AND MONTHLY MAINTENANCE REPORT

JANUARY 2015

Facilities Maintenance

The McQuay 47,000 BTU's HVAC unit used to heat and cool the east side of the Exhibit Hall was repaired the beginning of December is up and running with no problems. The tile floors in the kitchen and commons areas have been power and chemical washed. Cleaning of the tile floors in the kitchen, restrooms and commons areas are done on a quarterly basis. Staff has also replaced furnace filters on all of our HVAC units at the facility. The hood vents in the kitchen were pressure washed and cleaned this month this is done to remove all the grease buildup on the inside and outside of the vents.

Exterior Repair and Maintenance

Facilities Maintenance - we are on a waiting list for wall and ceiling repairs cause by water damage. Staff is adjusting all the exterior entry doors and replacing worn weather stripping and also resetting alarm sensors. Doors and sensors are checked and adjusted every six months.

Floors and Carpet

The carpets in the Exhibit Hall, Lobby, Break Out Rooms, East Hallway and front Offices were shampooed and scotch guarded in December. Staff is beginning the process of steam cleaning another 200 banquet chairs in preparations for the upcoming events. The tile floors in all the Restrooms are scheduled to be power and chemical washed the January 13th. The cleaning and washing of the tile and carpets is scheduled on a quarterly basis. Staff keeps up with the spot cleaning and stain removal on the carpet in the entire facility before and after events.

Restrooms

Staff finished installing new stall doors in the restrooms, doors were replaced due to wear and tear and could no longer be adjusted to close properly. Installed soap dispensers in all of the restrooms now there is a dispenser located above every sink. Replaced the older faucets in the restrooms located in the lobby. Facilities Maintenance is in the process of replacing drain pipes and valves on the water fountains located in the lobby.

Fire Alarm System

Old Guard LLC preformed their quarterly test on the 12th of December inspection and testing of the fire alarm system has per NFPA and the Office of the Fire Marshal. Testing is done on a quarterly basis.

Visitors Bureau

Visitors Center staff cleaned and reorganized the Visitors Center storage room. The staff has been replacing the outdated literature with the current 2015 information. The brochures will be stored and distributed from our storage room. Boxes of brochures that were requested by surrounding Visitors Centers were mailed the first week of January. The staff has labeled and organized all the brochure racks. The labels have contact information for each brochure and location of the brochure making the process of reordering brochures easier in the future. Visitors Center Staff has been communicating with local Hotels and Restaurants that may want to stock the Roswell Brochures for their guest. Staff is in the process of keeping track of requested information from the Visitors (Phone Calls, Visitors Center site E-mails) that planning future trips to Roswell and surrounding areas.

Staff

Event Receptionist have been working on 2017 event files and making up "rental packets" preparing for the busy months ahead. The front office staff is assisting the KRB Committee with collecting the KRB inventory and that is being stored at

the Convention Center. This inventory is now being moved and stored at the YUCCA Center. Maintenance staff has also been working on all building maintenances, repairing tables and chairs ect.

Ground Maintenance

Staff keeps up with trimming the evergreen scrubs that surround the west parking lot of the Convention Center and Museum as time between events. Staff has also been busy filling in all the ruts with dirt on the north lawn between the Center and the Museum along with trimming the smaller low hanging tree branches. I will be calling Ken Smith from Parks Maintenance about trimming some of the bigger low hanging branches on the north lawn. They have also replanted grass seed in all the bare areas that needed reseeding. Cleaned under and around all the scrubs and removed elm seedling from beds in the parking lot on the west side and next to the museum. Staff is also keeping up with trash around the parking lot and entire facility. This month the staff will again keep up with work in the Spring River between the Convention Center and the Museum removing weeds and trash.



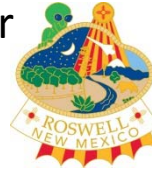
MONTHLY EXPENSE REPORT

JANUARY 2015

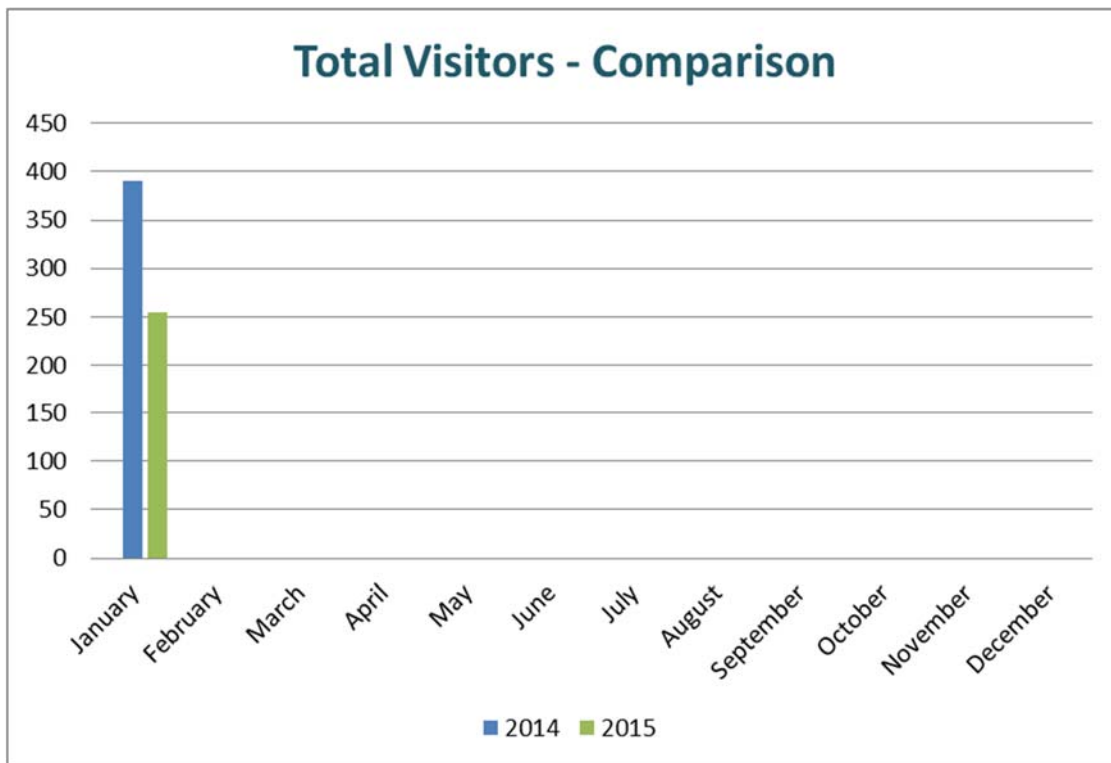
CURRENT				
Date	Vendor	Item	PO	Amount
1/6/2015	Carpet Clinic	Carpet Cleaning	144971	\$699.00
1/8/2015	Desert Security	Monitoring Burglary	152531	\$154.26
1/8/2015	Desert Security	Monitoring Fire	152531	\$166.79
1/8/2015	UniFirst	Service	Open	\$75.58
1/9/2015	Carpet Clinic	Upholstery Cleaning	144971	\$800.00
1/12/2015	Kmart	Polos	152554	\$47.29
1/15/2015	UniFirst	Service	Open	\$39.92
1/15/2015	B&D Industries	HVAC Repair	151883	\$15,935.00
1/15/2015	Displays 2 Go	Stanchions	152226	\$1,470.04
1/19/2015	Rachel's LLC	Phone Repair	152677	\$198.18
1/22/2015	UniFirst	Service	Open	\$87.56
1/23/2015	Cintas	First Aid	152749	\$118.35
1/26/2015	SecuriTel Inc	Replace Line Card	152676	\$256.03
1/29/2015	UniFirst	Service	Open	\$44.33
1/29/2015	J&G Electric Co.	SLA Battery	A87801	\$29.95
1/29/2015	Enchantment Pest Control	Service	Open	\$32.14
Current Total:				\$20,154.42

Pending				
Date	Vendor	Item	PO	Amount
1/3/2014		Alarm System	113632	\$8,000.00
Pending:				\$8,000.00

Roswell Visitors Center January 2015 Monthly Report



	January		Comparison	
	2015	2014	2015YTD	2014YTD
Roswell & 200 mile Radius	1	20	1	20
New Mexico Visitors (not including Roswell Area)	7	19	7	19
US Visitors (not including New Mexico)	202	298	202	298
Foreign Visitors	45	48	45	48
Unknown	0	6	0	6
Totals Visitors	255	391	255	391
Nights Stayed in Roswell	64	251	64	251



PROJECT UPDATE – FEBRUARY 2015

TITLE: Reischman Park – New Mexico Main Street Capital Appropriation Grant
SCOPE: Design and construct Reischman Park Renovations.
ESTIMATED COST: \$145,000
FUNDING AVAILABLE: \$100,000 from grant, Remaining from internal funds
STATUS: Construction on this project is completed. There will be a ribbon-cutting ceremony to celebrate the completion of the construction. The Roswell Inter-Arts Organization is working to raise the remaining money needed to install the art at this site through the Soup 'N Bowl event in March.
PROJECT PERIOD: October 6, 2013 to October 1, 2015
ESTIMATED COMPLETION DATE: Completed

TITLE: Fire Station I Renovation - Capital Appropriation Grant 13-L-1668
SCOPE: Design, construct and renovate Fire Station 1.
ESTIMATED COST: \$900,000
FUNDING AVAILABLE: \$450,000 grant funds of which \$4,500 is for Art in Public Places (AIPP), Remaining from internal funds
STATUS: The construction is approximately 30 days away from completion. We are working with the DFA/LGD to submit the appropriate closing documents to obtain the final, full reimbursement from the grant.
PROJECT PERIOD: October 6, 2013 to June 30, 2017
ESTIMATED COMPLETION DATE: March 2015

TITLE: Playground Equipment in Parks - Capital Appropriation Grant 14-L-1895
SCOPE: Purchase and install playground equipment in parks.
ESTIMATED COST: \$25,000
FUNDING AVAILABLE: \$25,000
STATUS: Parks has made the selection of the equipment to be placed in Bob Hall park behind the Adult Center.
PROJECT PERIOD: September 9, 2014 to June 30, 2016
ESTIMATED COMPLETION DATE: April 2015

TITLE: Working Mother's Day Nursery - Capital Appropriation Grant 12-L-G-1428
SCOPE: Plan, design, construct, equip and furnish an expansion of the kitchen.
ESTIMATED COST: \$112,500
FUNDING AVAILABLE: \$100,000 grant funds, WMDN to pay overage
STATUS: Vantage Engineering began construction and installation of the final appliances on February 16 to minimize time lost to the facility.
PROJECT PERIOD: April 15, 2013 to June 30, 2016
ESTIMATED COMPLETION DATE: April 2015

TITLE: Fisk Building Public Restrooms - Capital Appropriation Grant 13-L-1669
SCOPE: Plan, design and renovate the restroom facility in the Fisk Building.
ESTIMATED COST: \$220,000
FUNDING AVAILABLE: \$150,000 grant funds of which \$1,500 is for Art in Public Places (AIPP), Remaining funds from Lodger's Tax
STATUS: The asbestos review was completed and found some existing in the floor tiles. This information has been passed on to the architects to incorporate into the plan design. Final design should be completed soon to allow for the construction process to move forward.
PROJECT PERIOD: October 3, 2013 to June 30, 2017
ESTIMATED COMPLETION DATE: June 2015

TITLE: East Bland Street Sidewalks – 2014 CDBG Grant for Project 14-C-NR-I-01-G-19
SCOPE: Plan, design and construct improvements to East Bland Street from Mesa Middle School west to Beech Avenue; and East Bland Street from Beech Avenue west to Garden Avenue and Garden Avenue from East Bland Street north to the railroad tracks.
ESTIMATED COST: \$580,000
FUNDING AVAILABLE: \$400,000 grant funds, \$180,000 internal leveraging funds (required by CDBG)
STATUS: Design is nearly complete. Initial grant setup documents with state for approval. Design must be reviewed and approved by DFA as well.
PROJECT PERIOD: October 14, 2014 to December 31, 2015
ESTIMATED COMPLETION DATE: June 2015

TITLE: Youth Challenge Dormitory Renovations - Capital Appropriation Grant 12-L-1579
SCOPE: For dormitory facilities for an at-risk youth program.
ESTIMATED COST: \$2,000,000
FUNDING AVAILABLE: \$2,000,000
STATUS: The architects have completed the design for this project and initial demolition has been completed on the site. Re-bidding of the initial construction bid came in too high and bids were rejected. We are working to obtain pricing on the open market now per Procurement guidelines to bring the budget in line with the funds available.
PROJECT PERIOD: October 6, 2013 to June 30, 2016
ESTIMATED COMPLETION DATE: August 2015

TITLE: Dean Baldwin Hangar Improvements – 2010 CDBG Grant for Project 10-C-038
SCOPE: Plan, design and construct improvements to Hangar 1083.
ESTIMATED COST: \$2,400,000
FUNDING AVAILABLE: \$2,036,942
STATUS: **THE FINAL EXTENSION EXPIRES MARCH 31, 2015.** A meeting with Stoven, the architect, and Dean Baldwin is scheduled for February 23 to determine what is needed to move the project forward to completion. Given the earliest time frame to do the work, the City will most likely lose the remaining \$83,202 from the grant.
PROJECT PERIOD: December 6, 2011 to March 31, 2015
ESTIMATED COMPLETION DATE: August 2015

TITLE: Veteran's Cemetery - Capital Appropriation Grant 14-L-1896
SCOPE: Plan, design, construct, purchase, equip and furnish a veteran's cemetery.
ESTIMATED COST: \$250,000
FUNDING AVAILABLE: \$250,000 grant funds
STATUS: Parks is working with the veterans to complete and approve a master plan for this area. Drawings for the main pavilion are being put together for approval as well. Once these two items are completed, we can proceed with the construction process of the pavilion.
PROJECT PERIOD: September 9, 2014 to June 30, 2018
ESTIMATED COMPLETION DATE: 2015

TITLE: Eastside Little League Baseball Complex - Capital Appropriation Grant 14-L-1893
SCOPE: Plan, design and renovate bathroom and concession facilities.
ESTIMATED COST: \$75,000
FUNDING AVAILABLE: \$75,000 grant funds
STATUS: Parks plans to have a meeting to determine what can be done at the site and the general project scope.
PROJECT PERIOD: September 9, 2014 to June 30, 2018
ESTIMATED COMPLETION DATE: 2016

TITLE: Joe Bauman Baseball Stadium - Capital Appropriation Grant 14-L-1894
SCOPE: Plan, design and renovate bathrooms and to repair the roof.
ESTIMATED COST: \$75,000
FUNDING AVAILABLE: \$75,000 grant funds
STATUS: Parks plans to have a meeting to determine what can be done at the site and the general project scope.
PROJECT PERIOD: September 9, 2014 to June 30, 2018
ESTIMATED COMPLETION DATE: 2016

TITLE: Yucca Recreation Center - Capital Appropriation Grant 14-L-1897
SCOPE: Plan, design, renovate and replace the roof and heating, ventilation, and air conditioning system.
ESTIMATED COST: \$500,000
FUNDING AVAILABLE: \$500,000 grant funds
STATUS: Reauthorization requests have been submitted by Hubert Quintana to redirect these funds as follows: \$250,000 to address immediate needs at the Yucca Recreation Center or help construct a new center, \$150,000 to address immediate needs at the Boys and Girls Club, and \$100,000 to install a splash pad at the Boys and Girls Club. An external donor has also contributed an additional \$100,000 to go towards the splash pad installation at the Boys and Girls Club. These requests must be approved by the State legislature before any can proceed. The City Council has retroactively approved these requests.
PROJECT PERIOD: September 9, 2014 to June 30, 2016
ESTIMATED COMPLETION DATE: Unknown



MEMORANDUM

Meeting Date: Monday, February 23, 2015

Item No. E-1

To: Building and Lands Committee

From: Louis Najar, City Engineer

Subject: Elite Gymnastics: Request to Purchase Property

Action Requested: Consider allowing City staff to proceed to review the development plan supplied by Mr. Jerry Doshier of Elite Gymnastics for the property at Grand & E. College which Elite Gymnastics has inquired with the City to purchase for purposes of expanding their business into a larger facility which would allow for larger meets and more enrollments. Pending staff finds the development plan acceptable, staff would proceed with an appraisal and survey of the property.

Staff Recommendation: Allow the City to proceed to review Elite Gymnastics' development plan and potential appraisal and survey of the property at Grand & E. College.

Background: Elite Gymnastics originally inquired to purchase property on W. College in the OMA area. However, they amended their request to focus on the city property located at Grand & E. College which is closer to their existing facility. This property had once been earmarked to be used as the site of the Blackdom Memorial under Ordinance 06-08. Additionally, capital outlay funding had been obtained to support the development of this memorial. While plans had been started, they were never completed and these funds ultimately reverted back to the state and no further progress was made at the site.

Update Summary:	Mr. Najar reached out to Mr. Obukusumo, who had been leading the Blackdom Memorial project, and he indicated that no further progress has been made. Additionally, he indicated that another site would be acceptable for the future progress of the Blackdom Memorial and that this property is not required at this time.
Property Description:	Approximately 5 acres located at the northeast corner of East. College Blvd. and North Grand Ave. Starting at the southwest corner of the northeast corner of the intersection of East College Blvd. and North Grand Ave., extending north approximately 417 feet, then east approximately 472 feet to the west-side boundary of the T.P. & S.F. railroad right-of-way, then southwest along the right-of-way to the intersection of the railroad and East College Blvd., then west approximately 84 feet to the point of origin with exception of a 30 foot right-of-way along North Grand Ave.
Current Zoning:	Currently zoned R-1, but would need to be rezoned to C-2.
Existing Roadway & Infrastructure:	The roadway on E. College, N. Grand, and necessary infrastructure is already in place and available for use on this property.
Surrounding Zoning & Land Uses:	The surrounding area includes the Anderson Museum to the east, zoned I-1, the Wool Bowl and baseball fields to the north in the same block, zoned R-1, and R-1 zoning to the west except for Burritos Express which is C-2.
Attachments:	Blackdom Memorial Ordinance 06-08 Elite Gymnastics Purchase Request Letter Aerial View of Property

RESOLUTION NO. 06-08

A RESOLUTION DEDICATING A TRACT OF VACANT LAND LOCATED ON THE NORTHEAST CORNER OF EAST COLLEGE BLVD. AND NORTH GRAND AVE. AS THE SITE OF THE "BLACKDOM" MEMORIAL.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the property described herein and reflected on Exhibit "A" attached hereto and purportedly owned of record by the City of Roswell, is vacant land contained in the inventory of the Parks and Recreation Department of the City and that the property is of such size and nature as to be of no for-seeable use to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

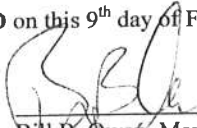
1. The property set forth in Exhibit "A" is declared to be of excess inventory to the Parks and Recreation Department of the City and is currently covered with rubbish, weeds, or debris as to constitute an on-going maintenance issue for the City and is a menace to the public comfort, health, safety, and general welfare.
2. The property set forth in Exhibit "A" has been deemed of little use to the City in its current condition and is not in a location and/or otherwise conducive for use by the Parks and Recreation Department as a sports area or other anticipated public activity area.
3. The City of Roswell Parks and Recreation Commission; the Parks and Recreation Committee of the Roswell City Council has recommended to the Building and Lands Committee of the Roswell City Council that the property set forth in Exhibit "A" be developed for the purpose of establishing the Blackdom Memorial.
4. The cost of said memorial shall be borne by funding provided by the New Mexico State Legislature's Capital Outlay project funding.
5. The recommendation has been made to the City Council by the Building and Lands Committee to develop the property as the site of the Blackdom Memorial and Gardens.

NOW, THEREFORE, be it resolved by the governing body, the City Council of Roswell, New Mexico:


That the vacant property located on the northeast corner of East College Blvd. and North Grand Ave. be dedicated to the development of the Blackdom Memorial and Gardens. The site is more specifically described as: starting at the southwest corner of the northeast corner of the intersection of East College Blvd. and North Grand Ave., extending north approximately 417 feet, then east approximately 472 feet to the west-side boundary of the T.P. & S. F. railroad right-of-way, then southwest along the right-of-way to the intersection of the railroad and East College Blvd., then west approximately 84 feet to the point of origin. With exception of a 30 foot right-of-way along North Grand Ave.

ADOPTED, APPROVED, AND SIGNED on this 9th day of February 2006.

CITY SEAL


Bill B. Owen, Mayor

Attest:


Dave Kunko, City Clerk



Elite Gymnastics Academy, LLC
1315 N Virginia Ave
Roswell, NM 88201
(575) 637-1246

Marlin Johnson
Planning & Zoning
425 N Richardson Ave
Roswell, NM 88201
(575) 624-6700

November 26, 2014

Dear Mr. Johnson,

Sir my name is Susan Doshier and I am writing this letter on behalf of Elite Gymnastics Academy. We are submitting this letter as a request for purchasing land located on West College Boulevard near the Masonic Lodge. We are seeking 1 to 1.5 acres to build a new gymnastic training facility. Our current location is limiting us on growth and the training progression of the athletes.

Sir let me tell you a little about our business.

My husband and I recently purchased Elite Gymnastics Academy located in Roswell, NM. We took on this journey only to leave it open for the community's children, as the prior owner was going to shut the doors. We provide the community with a comfortable, friendly environment to learn all levels of gymnastics and tumbling. Gymnastics, as a sport, has become increasingly popular worldwide due to the public's exposure from the Summer Olympics. As a result, our gym can only expect to expand when the next Summer Olympics come around. Due to our gym being the only one to offer gymnastics in our community we expect to obtain additional business from surrounding smaller communities. Gymnastics will appeal mainly to 1-18 year old age groups, all types of abilities and backgrounds, and children looking for creative self-expression, exercise and/or social opportunities through gymnastics. We will help them become more disciplined and focused, and improve their overall health. We start each student with the core elements of gymnastics, followed by total body conditioning and more difficult tricks. Creativity in teaching methods will set us apart from our competitors, using both repetition and variation. We believe that a child must have fun and truly enjoy what he or she is doing to learn successfully. Our coaches and instructors are trained in more unique methods of teaching that produce the same, if not better, physical effect on the children, but provide a better mental effect. The gymnasium is open for parent observation, but they are asked to stay in a confined area as a safety precaution.

When we took on this adventure we had one goal in mind, to make it a positive atmosphere where youth could learn gymnastics, meet new people, have fun, and feel comfortable. Therefore, our purpose is to promote and expand gymnastics experiences with fitness, personal accomplishments and discipline in an environment where members also learn sportsmanship, team building, and self-confidence. With the quick change in ownership, we took over a business that had only 60 participating children. We have only been operating under new ownership for 3 months and have grown our total student participation to 118. While we knew that we could make this a positive place to be in our community, we didn't realize it would grow that fast and we are still getting more inquiries daily to join. When we began we had an objective to acquire 100+ participants by the end of our first year of operation. It is not a bad thing but we have reached that goal quicker and hit a small bump in our journey. We are currently in a 4,000 sq. foot building with limited height requirements and have run out of space. Our current location will not accommodate many more participants and due to us striving for safety have begun making a waiting list for future attendees. We strive on safety first and we will not jeopardize safety just to bring additional participants into the gym. We hate to tell parents and children they will have to wait on a list for space to open, so we began pursuing the possibility of acquiring a larger space to operate from. We have discovered there definitely is a market for gymnastics in Roswell; however, currently there are no spaces larger than our current space. We didn't want that to discourage us, so have begun looking at the possibility of building a new metal building.

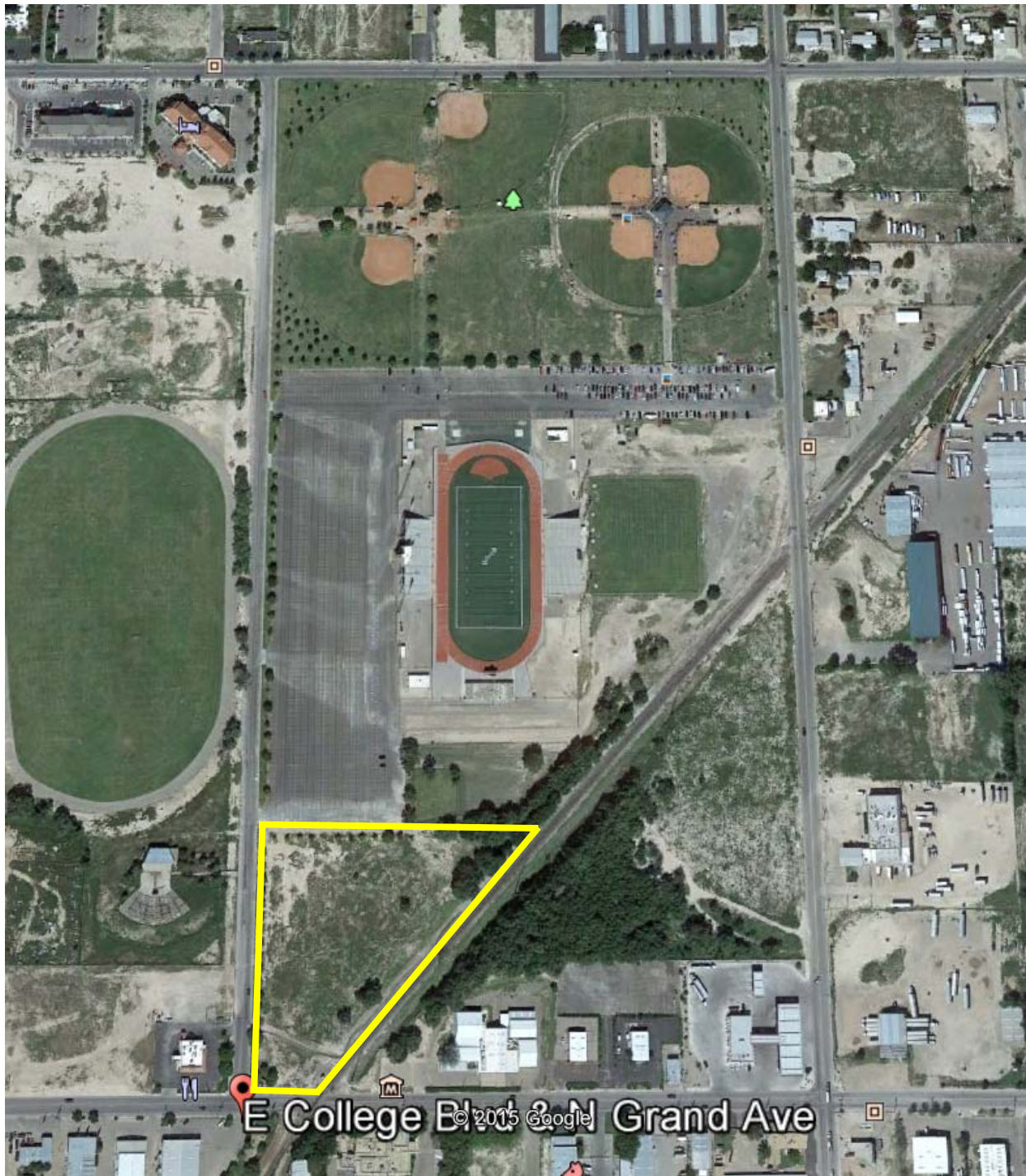
The purchase of this land would allow us to build a larger facility to accommodate the growth, while allowing an increase in the City's tax base and promote development and growth in that area.

We appreciate your time and consideration in the matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan J. Doshier". The signature is fluid and cursive, with the first name "Susan" being more prominent than the last name "Doshier".

Susan J. Doshier





MEMORANDUM

Meeting Date: Monday, February 23, 2015

Item No. E-2

To: Building and Lands Committee

From: Elizabeth Stark-Rankins, Support Services Administrator

Subject: Roswell Hispano Chamber of Commerce Lease Extension

Action Requested: Approval of Roswell Hispano Chamber of Commerce Lease Extension to June 30, 2015.

Staff Recommendation: Approve lease extension as shown given that no lease agreement covers the Chamber currently and they have paid through February for the previous rental amount of \$350 per month.

Update Summary: The Roswell Hispano Chamber of Commerce would like to extend their current lease per the terms in the current agreement which ended June 30, 2014. The City Attorney has reviewed the lease extension and made appropriate edits. This will ensure that the Chamber is covered under an agreement for which they have continued to pay monthly. The Hispano Chamber intends to remain in the building since the location works well for them.

The utilities that the City pays for on this building are included for the last 12 months. This shows an average monthly cost for the building of \$436.09 or \$218.04 per tenant as there have been only 2 tenants in this building.

Attachments: Utility Charges
Original Lease Agreement
Lease Extension

City Council Action: With approval from the Committee, this lease extension will need to be approved by City Council at the next meeting in March.

Fisk Building/327 N Main St		Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Yearly Totals
Account#														
0788372	Gas	\$204.19	\$127.84	\$55.23	\$49.20	\$47.22	\$48.67	\$47.63	\$43.66	\$47.86	\$231.02	\$229.50	\$291.66	\$1,423.68
	101 4041 404 6303													
127249-42492	WATER	\$47.49	\$47.77	\$47.30	\$48.53	\$50.19	\$49.06	\$49.63	\$48.58	\$48.20	\$48.12	\$50.18	\$50.38	\$585.43
	101 4041 404 6304													
0841152	ELECTRIC	\$207.91	\$203.87	\$202.46	\$297.62	\$427.43	\$460.13	\$399.28	\$331.01	\$197.63	\$132.06	\$162.13	\$202.39	\$3,223.92
	101 4041 404 6302													
Monthly Totals		\$459.59	\$379.48	\$304.99	\$395.35	\$524.84	\$557.86	\$496.54	\$423.25	\$293.69	\$411.20	\$441.81	\$544.43	\$5,233.03

March 2014 - February 2015

Monthly avg. = \$436.09
\$218.04/tenant

**AN AGREEMENT BETWEEN THE CITY OF ROSWELL AND
THE ROSWELL HISPANO CHAMBER OF COMMERCE
FOR LEASE OF A PORTION OF THE FISK BUILDING**

THIS AGREEMENT is made this 30th day of June 2013, by and between the City of Roswell, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and the Roswell Hispano Chamber of Commerce, hereinafter referred to as "Lessee".

WHEREAS, Lessor is the owner of certain property located in Roswell, New Mexico, known as the Fisk Building, which is located at 100 East Fourth Street, Roswell, New Mexico, in which are located certain office suites and spaces; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the office space constituting a portion of the Fisk Building, identified as approximately 910 square feet of the Northwest corner of the first floor (the "Premises"), upon the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. LEASE. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises.

2. TERM. The primary term of this Lease begins on July 1, 2013 and ends June 30, 2014, with Lessee having the option to renew as provided herein. Either party may terminate this Lease, with or without cause, upon sixty (60) days written notice to the other party.

3. OPTION TO RENEW. The parties may renew this Lease Agreement for three (3) successive terms of one (1) year each, upon the same terms as provided herein.

4. RENT. The lease amount shall be paid in monthly installments of Three Hundred Fifty Dollars (\$350.00) each, which sum shall be paid on the first day of each month during the term of this Lease. Lessee may prepay any installment or installments of rent at any time provided, however, that such prepayment shall not be in excess of six (6) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, or someone acting for the Lessee, redeemable in lawful money of the United States, and shall be paid to The City of Roswell, 425 N. Richardson, Roswell, NM 88202-1772 (check shall reference property), or at such other address as Lessor may from time to time furnish Lessee for this purpose.

5. USE OF PREMISES. Lessee covenants and agrees that it will use and occupy the Premises only as an office, and for no other purpose without having first obtained the written consent of the Lessor. In the event Lessee fails to utilize and occupy the Premises as an office without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Notwithstanding anything contained herein to the contrary, in no event shall the Lessee use the Premises in any way which will increase the risks covered by insurance on the Premises and result in a cancellation of any insurance required to be obtained by this Agreement, even if such a use would otherwise be in furtherance of Lessee's business purposes.

Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

6. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful activity. Lessee shall see that all persons coming on to the Premises shall use the Premises in an orderly courteous, and safe manner, with due regard of the rights of others who may be using the Premises.

7. UTILITIES. Lessor shall pay for the following utilities serving the Premises during the term of this Lease: electricity, gas, and water. Lessee shall be responsible for all telephone expenses. All payments shall be made by the Lessee directly to the utility company furnishing such service, so that neither the Lessor nor the Premises shall be or become liable for any such rate, rentals or charges.

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises, except those repairs and maintenance which are the responsibility of Lessor. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

Lessor will be responsible for outside of the building, roof, glass, cooling and heating systems, electrical, plumbing, external doors, outdoor security lighting, and will reasonably maintain the same.

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense arising out of the use of the Premises by Lessee, its agents, employees, invitees or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

Lessor shall not be liable to Lessee or any person for any damage or injury arising out of the use of the Premises by Lessee to any person or property occasioned by Lessee's use. Lessee agrees and covenants to defend, indemnify and save harmless Lessor from all such liability and expense in connection with Lessee's use of the Premises.

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises. Lessor shall inspect the Premises with Lessee at the beginning of this Lease.

11. ALTERATIONS OR ADDITIONS. Lessee cannot alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises without prior written consent of the Lessor. Any construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions and regulations. Notwithstanding anything contained herein to the contrary, Lessee may make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

12. MECHANIC'S AND MATERIALMEN'S LIENS. No liens of any mechanic, materialman, laborer, architect, artisan, contractor, subcontractor or any other lien of any kind whatsoever, shall be created against or imposed upon the Premises, or any part thereof.

13. INSURANCE. At all times during the term of this Lease, and any renewal or extension thereof, Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurers authorized to do business in the State of New Mexico and which are of generally recognized responsibility and acceptable to lessor the following insurance coverages:

A. A policy of public liability insurance covering bodily injury and property damage liability. Said public liability insurance shall be provided by one of the following methods:

- (1) Lessee shall secure an endorsement to its own comprehensive general liability insurance policy, including Lessor as a named insured therein, insofar as such policy covers the Premises, which policy shall provide not less than coverage than the New Mexico Tort Claims Act specifies.

- (2) Lessee shall secure an owner's, landlord's and tenant's protective liability policy, or other appropriate type of policy covering the Premises and Lessor and Lessee, with the same limits and coverage as set out in Paragraph 13A above.

B. All insurance required by this section shall be effected under valid and enforceable policies upon the commencement of the term hereof, and Lessee shall deliver to Lessor true and correct copies of the insurance policy or policies required. All policies must state that "The City of Roswell" is a named insured.

C. All of such policies shall provide that Lessor shall receive not less than ten (10) days notice prior to any cancellation, material change, in terms of coverage, or reduction of the coverage evidence by such policy or policies of insurance.

14. DAMAGE OR DESTRUCTION. In the event the Premises, or any portion thereof, is damaged beyond safe use or destroyed by any cause whatsoever, including but not limited to acts of God, this Lease shall terminate.

15. CONDITIONS OF DEFAULT, REMEDIES OF LESSOR; SECURITY FOR PERFORMANCE. If at any time during the term of this Lease or any renewal or extension thereof, Lessee shall:

A. Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured within ten (10) days after written notice has been given to Lessee specifying that such payment is due; or

B. Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

Then, in any such event, Lessee shall be in default under the terms of this Lease and Lessor shall have the following remedies:

A. Lessor may sue to collect any and all sums which may accrue to Lessor by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease.

B. Lessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

C. Lessor may, without further notice to Lessee and without demand for rent due or for the observance or performance of any of said terms, conditions or agreements, terminate this Lease, re-enter the Premises and remove all persons and property therefrom, using such force as may be necessary.

D. If Lessee shall at any time be in default in fulfilling any of the covenants of this Lease, Lessor may, but shall not be obligated so to do, and without notice to or demand upon Lessee, take or cause to be taken such action or made such payment as may be required by such covenant, at Lessee's risk and expense, and all expenses, costs, and liabilities of Lessor incurred in accordance with the terms of this paragraph shall be deemed additional rental hereunder, and shall be paid to Lessor on demand, together with interest at the rate of 15% annum.

E. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a

waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by lessor of rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof, nor absolve Lessee from its obligation to pay the full rental provided herein. The acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest under the terms of this Lease or sublease the premises without the prior written consent of Lessor.

- A. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease. No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or any assignee or sublessee or transferee. The parties to this lease hereby understand and agree that the Southeastern New Mexico Minorities Foundation will utilize office space as a part of this lease and shall not be considered a sublessee.
- B. A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons.
- C. Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease. In addition, the Lessor shall be entitled to all compensation paid to Lessee by the Sublessee.

17. SURRENDER. Lessee covenants and agrees to deliver up and surrender possession of the Premises to Lessor at the termination of this lease, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this lease, and in as good condition and repair as shall be required of Lessee during the term hereof, excepting only natural wear and decay which cannot reasonably be arrested by regular repair and maintenance.

18. OWNERSHIP OF BUILDING, STRUCTURES AND OTHER IMPROVEMENTS. All buildings, structures, installations and other permanent structural improvements presently existing or which may hereafter be erected or placed upon the Premises, whether by Lessor or Lessee, shall be and remain the property of Lessor, and Lessor shall derive all benefits of such ownership, including all benefits accruing to Lessor by law from depreciation thereof.

19. SUMS DUE LESSOR A LIEN. Subject to the other provision contained in this Lease Agreement, all sums which shall become due to Lessor on account of any provision whatsoever of this lease are and shall always constitute a valid lien upon any and all goods, chattels and other property belonging to the Lessee and located upon the Premises.

20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to The City Manager, 425 N. Richardson, Roswell, NM 88201, and any such notices or communication addressed to Lessee may be addressed to Roswell Hispano Chamber of Commerce, 327 N. Main Street, Roswell, NM 88201. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

21. COVENANTS RUN TO SUCCESSORS, ASSIGNS, ETC. It is agreed that all covenants, conditions, agreements and undertakings in this lease shall extend to and be binding upon the parties hereto, and their heirs, successors, personal representatives and assigns.

22. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

23. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. AMENDMENTS. The parties hereto agree that this Lease agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

25. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

26. TIME OF ESSENCE. Time shall be of the essence in the performance by the parties of all the terms, conditions and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the date first written above.

LESSOR:

CITY OF ROSWELL

By: _____

Larry Fry, City Manager

LESSEE:

ROSWELL HISPANO CHAMBER OF COMMERCE

By: _____

Ramon Villegas, President

ATTEST:

Sharon Coll

Sharon Coll
City of Roswell Clerk



LEASE AGREEMENT EXTENSION

THIS LEASE AGREEMENT EXTENSION is made and entered into this ____ day of March 2015 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter called Lessor, and the ROSWELL HISPANO CHAMBER OF COMMERCE, hereinafter called Lessee.

WHEREAS, Lessor and Lessee have entered into a lease agreement dated June 30, 2013 for certain office suites and spaces located within a certain property known as the Fisk Building, located at 327 N. Main Street.

WHEREAS, the lease agreement allows for three (3) one (1) year term extensions of which this is the first of the three allowed lease extensions and both parties wish to continue the lease agreement under the current lease agreement dated June 30, 2013.

NOW THEREFORE, for and in consideration of the covenants and agreements to be performed by Lessee, both parties do hereby agree as follows:

1. **TERM:** This lease agreement extension begins on July 1, 2014 and ends on June 30, 2015 with Lessee having the option to extend the lease as provided in the original lease agreement to which this extension applies.
2. **RENT:** The lease amount shall be paid in monthly installments of \$350.00 each due on the first day of each month during the terms of this lease agreement extension.
3. **NOTICES:** All notices, requests, or other communication to Lessor shall be given by registered mail addressed as follows:

City of Roswell
ATTN: Support Services Administrator
415 N. Richardson Ave.
P.O. Box 1838
Roswell, NM 88202-1838
4. **ORIGINAL CONDITIONS:** All terms and conditions of the original lease agreement shall remain in effect and unchanged except where provided for in this lease agreement extension.
5. **EFFECT:** The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement Extension as of the date first written above.

LESSOR: CITY OF ROSWELL, NEW MEXICO

Attest:

By: DENNIS KINTIGH, Mayor

SHARON COLL, City Clerk

LESSEE: ROSWELL HISPANO CHAMBER OF COMMERCE

By: ROMO VILLEGAS, Executive Director

APPROVED AS TO FORM:

WILLIAM W. ZARR, City Attorney



MEMORANDUM

Meeting Date: Monday, February 23, 2015

Item No. E-3

To: Building and Lands Committee

From: Elizabeth Stark-Rankins, Support Services Administrator

Subject: Head Start Lease Renewal

Action Requested: Recommendation on proposed use agreement for the Head Start Program at 503 E. McGaffey.

Staff Recommendation: Proceed with a use agreement for the property at 503 E. McGaffey to be used by the Head Start program in lieu of a lease agreement.

Background: The current lease with the Head Start program expires on April 31, 2015 after a 20-year lease term at \$1.00 per year.

Update Summary: After consultation with Bill Zarr, City Attorney, a use agreement may be more appropriate for this property than a lease agreement. Since Head Start is providing a service to the City and the community, staff would like to see the program continue at the site. A use agreement may be preferred to a lease agreement because it allows for some of the same conditions that a lease might with regards to term length, but it does not turn over control of the building to the program or require payment of rent. Additionally, we can require that the program submit reports on a regular basis so that the City may have more information on the impact the program has on the community.

Attachments: Current Lease Agreement

May 3, 2005

Elisa Davis
Executive Director
S.E.N.M.C.A.P.
1915 San Jose Blvd.
Carlsbad, NM 88220

Re: Lease Extension

Dear Ms. Davis:

Thank you for your letter informing the City of your intent to exercise the ten (10) year option to extend the lease between the City of Roswell and the Chaves County Community Action Program, dba. Roswell Head Start, as amended October 1, 1996.

Your request is approved, upon receipt by the City of the lease payment in the amount of Ten dollars (\$10.00) for the 10-year lease term, thereby extending the lease effective as follows:

Term: May 1, 2005 ending April 31, 2015.

Please provide proof of insurance per paragraph six (6)(a)(b) & (c) of the lease.

Should you have questions or concerns, please contact me at extension 259.

Sincerely,

Floyd Lard
Support Services Administrator / Property Management

*rec'd OK 70158; 5-9-05 for
10yr lease option
Term: 5-1-05 / 4-31-15*

COPY

LEASE AGREEMENT

THIS AGREEMENT, is made and entered into this th20 day of September, 1994 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter called Lessor, and the CHAVES COUNTY COMMUNITY ACTION PROGRAM, a non-profit corporation, 209 East Hendricks, Roswell, New Mexico 88201, hereinafter called Lessee.

WHEREAS, Lessor has title to and has the right to utilize, including the right to lease the following described real property, together with the improvements thereon, in Chaves County, New Mexico, to-wit:

The south 150 feet of the east 217.23 feet of Lot 5, Block 1, Fruitland Subdivision, Roswell, Chaves County, New Mexico. Containing 0.748 acres more or less. a/k/a 503 East McGaffey, Roswell, New Mexico 88201.

and desires to lease the above described property to the Lessee upon the terms and conditions hereinafter recited and entering into a Lease Agreement governing the same.

NOW, THEREFORE, for and in consideration of the covenants and agreements to be performed by Lessee, its successors and assigns, the Lessor does hereby remise, lease and let unto the Lessee the above described property and improvements thereon for a term of Ten (10) years, commencing September 15, 1994 and ending September 14, 2004, with an option to renew this Lease Agreement for an additional Ten (10) years upon mutual agreement of Lessor and Lessee. Lessee shall notify Lessor in writing, 30 days prior the expiration of the initial term that the Lessee wishes to exercise the renewal option. Lessee shall peacefully and quietly have, hold, and enjoy the premises. Lease conditions during any renewal period shall remain unchanged. Lessee may prepay lease.

1. **RENT:** Lessee shall pay to Lessor rent in the amount of One Dollar (\$1.00) per year during the term hereof. Lessee shall be responsible for the costs of all utilities associated with the premises and all maintenance and upkeep of the property. Notwithstanding anything to the contrary, this Lease shall be without cost to the Lessor.

2. **CONDITION OF PREMISES:** Lessee accepts the leased premises in its present condition. Lessee agrees that it has inspected the above described property and all improvements located thereon and that it is receiving same in "as is" condition. At the expiration of the term hereof, Lessee agrees to yield up and deliver the leased premises to Lessor in a clean and orderly condition.

a. Lessee accepts responsibility and City Standards for the maintenance and upkeep of the grounds/facilities assigned. Lessee agrees to make a continuous effort to: 1) keep the assigned area clean and policed at all times; 2) Keep assigned area having trees/shrubbery/grass to be kept irrigated and trimmed as necessary; and 3) make necessary corrections/adjustments to maintenance practices as inspections determine.

b. The alterations, additions, or improvements to the leased premises contemplated to be made by the Lessee, shall be made with the written approval and consent of the Lessor and adhere to provisions in paragraph numbered five (5) of this lease agreement.

3. **MAINTENANCE:** Lessee, at its sole cost and expense, shall maintain the above described property and improvements located thereon in a clean and orderly condition and shall maintain and replace when necessary, all plumbing, wiring, glass, mechanical and other similar fixtures or equipment located on or in any portion of the above described property and building located thereon. Lessor shall be the sole judge of the quality of maintenance, and upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance is deemed necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, Lessor shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

See Amendment
dated 07-13-1998

2015

4. **TAXES, LICENSES AND UTILITIES:** During the term hereof, Lessee shall pay all taxes, licenses, utilities, charges, fees or assessments levied or to be levied upon the property, personal property, fixtures or equipment placed by Lessee upon said premises, accrued or accruing of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business.

5. **IMPROVEMENTS:** Except as otherwise provided herein, Lessee shall have the right to install such fixtures and equipment as may be necessary for the conduct of its Head Start and Community Action Program activities and at the expiration of the term hereof, shall have the right to remove all of such fixtures and equipment installed by it that can be removed without damage to the premises. Provided, however, Lessee shall not make, suffer or permit to be made, any major additions, alterations or improvements to the premises without first obtaining the written consent of Lessor. In the event the consent is given and Lessee makes any major alterations, additions or improvements such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the premises or any part thereof. Lessee shall indemnify and hold harmless the Lessor from any and all liability and claims for damage of any kind and nature which may be made or accrue against Lessor on account of any such major alterations, additions, or improvements. Improvements made by it shall become the property of the Lessor, and the value thereof will not be offset against any amounts claimed by the Lessor as owing under the terms of this Lease.

6. **INSURANCE:** During the term hereof, Lessee, at its sole cost and expense shall:

a. Keep the above described property and all buildings, fixtures, and equipment located thereon or therein insured against loss by fire, lightning, and extended coverage, in an amount not less than 80% of the building replacement value, with a loss payable clause in favor of Lessor and Lessee, as their interest may appear.

b. Maintain in full force and effect a policy or policies of general public liability insurance, in which Lessor and Lessee are named as insured, covering against claims for injury, death, or damage to persons or property occurring upon, in or about the leased premises, in such limits as may be reasonably requested by Lessor from time to time but not less than \$100,000/\$300,000 for personal injury or death and \$50,000 for property damage.

c. Lessee shall be responsible for insurance coverage of personal property, fixtures, office furniture and equipment, if any.

7. **DAMAGE OR DESTRUCTION OF PREMISES:** If at any time during the term hereof any of the buildings upon the property described above are damaged or destroyed by fire or the elements or other cause, said building shall be promptly repaired and rebuilt and restored by and at the sole cost and expense of the Lessee after settlement is made with the insurance carrier and payment is received, to a condition as good as the same was in immediately prior to such damage or destruction, using the insurance funds provided in this Lease toward such expense and in accordance with all law, regulations and ordinances of all governmental authorities having jurisdiction and during the time of said repair, reconstruction or restoration. The rent herein shall not abate, except that Lessee shall receive credit against the rent for any rental payments that accrue during a period of non-occupancy, occasioned by damage or destruction of the premises, during the remainder of any specified term of this Lease.

8. **LIABILITY:** Lessor shall not be liable to Lessee or to Lessee's employees, customers, visitors or any other person for any injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the premises in connection with, or arising out of Lessee's operations and use of the premises, and Lessee agrees to indemnify and hold Lessor harmless from and against any and all loss, cost (including, without limitation, attorneys fees), damages, expense and liability arising therefrom. Lessee shall defend the Lessor in any action brought against it by reason of any claims with respect to such damage or destruction which may occur in any manner in or about the premises.

9. **DEFAULT:** The following events shall be deemed a default for purposes of this agreement:

a. **Failure to Pay Rent:** If Lessee fails to pay the rent in the time and manner provided herein, or if Lessee defaults in any of the covenants or promises to be performed by it, then at its option the Lessor may give the Lessee written notice setting out such default and if Lessee fails to cure said default within ten days after receiving said notice, then at its option, Lessor may use any remedy or remedies provided by law or equity, including but not limited to the following:

1. Lessor may declare this Lease terminated and enter upon the leased premises or any part thereof, either with or without process of law, and repossess said premises.

2. Lessor may reenter the leased premises and may rent the same on behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the premises in a rentable condition and next to the payment of the rent or any sum due, the Lessor hereunder and the Lessee, shall remain liable for any deficiency.

b. Lessor does not hereby waive any statutory rights, liens or remedies that may be available to Lessor in the event of Lessee's failure to pay rent or other default by Lessee.

c. Lessee shall pay Lessor all reasonable attorney's fees, costs and expenses that may arise from enforcing any of the terms of this Lease. If Lessor waives any provisions hereof of any default by the Lessee, then the same shall not constitute a waiver by the Lessor of any other subsequent breach or default.

10. **BANKRUPTCY:** If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this Lease and reenter the leased premises and take possession thereof, and in no event shall this Lease be deemed to be an asset of the Lessee after adjudication in bankruptcy.

11. **USE OF THE PREMISES:**

a. Lessee shall use the leased property solely for the purpose of conducting and operating its Head Start education and recreational activities together with such other related uses as shall be reasonably accessory thereto, and it shall not use the lease premises for any purpose prohibited by the laws of the United States, the State of New Mexico, or the Ordinances of the City of Roswell. Lessee may not alter the use of the premises from its Head Start Program without written permission from the Lessor.

b. Lessee shall conduct and operate its activities in such a manner so as to prevent the performance of any act or creation or maintenance of anything which in the opinion of the Lessor may be or become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to effect the surrounding area of adjoining premises. Lessor shall be the sole judge as to whether any act done or thing created or maintained by Lessee on the leased premises is or may become a nuisance or otherwise noxious or objectionable condition, and Lessee agrees to abide by Lessor's decision and act in accordance with its directions with respect thereto.

12. **NONDISCRIMINATION PROVISIONS:** The Lessee for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that 1) no person on the grounds of race, color, sex, national origin, age or disabilities shall be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination in the use of said facilities; 2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, national origin, age or disabilities

shall be excluded from participation; and 3) that in the event of breach of any of the above nondiscrimination covenants, the City of Roswell shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

13. **INSPECTION OF PREMISES:** Upon giving reasonable notice to Lessee, Lessor or its agents may enter upon the leased premises during Lessee's regular business hours and have free access to all buildings located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Lessor under the terms and provisions of this Lease.

14. **ASSIGNMENT AND SUBLEASE:** Lessee shall not assign this Lease nor sublet the leased premises or any portion thereof without written consent of Lessor first had and obtained. In the event of such assignment or sublease, Lessee shall not thereby be relieved of and from its obligation hereunder.

15. **SURRENDER OF PREMISES:** In the event Lessor deems the property necessary for demolition or conversion to its own use, it will notify the Lessee by giving a One Hundred Eighty (180) day written notice. Capital expenditures made by the Lessee for the building and improvements shall be reimbursed to the Lessee by the Lessor computed on a twenty (20) year amortization schedule and prorated for the remaining years.

16. **PARAGRAPH HEADINGS:** The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this lease.

17. **NOTICES:**

a. All notices, requests or other communications to Lessor shall be given by registered or certified mail addressed as follows:

ATTN: Steve L. Henderson, Property Management
CITY OF ROSWELL
P.O. Drawer 1838
Roswell, NM 88202-1838

b. All notices, requests or other communications to Lessee shall be given by registered or certified mail addressed as follows:

ATTN: Sam Parker
Chaves County Community Action Program
P.O. Box 2246
Roswell, New Mexico 88202

*Eddy Co Community Action
P.O. Box 37
615 Kemp West
Antonia, NM 88210*

Attn: Mary Perry

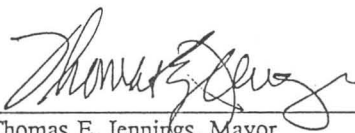
18. **ENTIRE AGREEMENT:** The parties agree that this Lease Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and that all such covenants, agreements and understandings have been merged into this written Lease Agreement. No prior agreement or understanding of the parties or their agents shall be valid or enforceable unless contained in this Agreement. This Lease Agreement shall not be altered, changed or amended unless agreed to by the parties. Any amendments to this lease must be in writing and properly signed.

19. **EFFECT:** The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto and shall be governed by the laws of the State of New Mexico.

IN WITNESS HEREOF, this Agreement is executed on the day and year first above written.

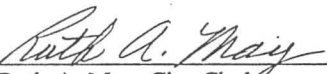
LESSOR
CITY OF ROSWELL

CITY SEAL



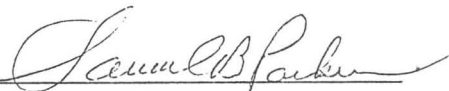
Thomas E. Jennings, Mayor

ATTEST:




Ruth A. May, City Clerk

LESSEE
CHAVES COUNTY COMMUNITY ACTION
PROGRAM (Head Start)

By: 

Executive Director

ATTEST:



Approved as to Form: 
